

MEMORANDUM OF UNDERSTANDING BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, STATE OF CALIFORNIA
AND THE FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding is entered into by and between the State Water Resources Control Board, State of California (State Water Board), and the United States Department of Agriculture, Forest Service (USFS), acting through the Regional Forester of the Pacific Southwest Region, for the purpose of enhancing implementation of the USFS Water Quality Management Handbook for National Forest System (NFS) Lands in California (USFS WQMH) and State Water Board's statewide waiver of waste discharge requirements adopted by Order 2011- [REDACTED] (Waiver).

WHEREAS:

1. The USFS and the State Water Board mutually desire:
 - a. To achieve the goals in the federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, as amended;
 - b. To minimize duplication of effort and accomplish complementary pollution control programs;
 - c. To implement USFS legislative mandates for multiple use and sustained yield to meet both long- and short-term local, state, regional, and national needs consistent with the requirement for environmental protection and/or enhancement; and
 - d. To maintain and protect water quality through implementation of best management practices (BMPs);
 - e. To protect and improve water quality through remediation of legacy sources of waste discharges and watershed restoration.
2. USFS has the authority and responsibility to manage and protect the NFS lands which it administers, including protection of water quality thereon.
3. The USFS has updated its 2000 Water Quality Management Plan (USFS WQMP), entitled "*Water Quality Management for National Forest System Lands in California*". The new document, which is entitled "*Water Quality Management Handbook*" (WQMH) has been adopted by USFS as Forest Service Handbook [REDACTED].
4. The State Water Board and Regional Water Quality Control Boards (collectively, Water Boards) are together responsible for protecting water quality and for ensuring that land management activities do not adversely affect beneficial uses of water.

- a. Pursuant to the State Board's Nonpoint Source Implementation and Enforcement Policy, State Board Resolution 2011 - [REDACTED] has adopted a statewide waiver of waste discharge requirements (Waiver) for the NPS activities specified and covered in the Waiver and covered by the USFS WQMH, the chief condition of which is reasonable implementation of the WQMH by USFS.

NOW, THEREFORE, the parties hereto agree as follows:

1. The USFS agrees:

- a. To accept full responsibility for implementing its WQMH, in accordance with the Waiver, for all NPS activities covered in the Waiver and by the WQMH on all NFS lands in California.
- b. To implement its Guidance, in accordance with the Waiver, with an emphasis on effectively achieving State and federal water quality goals, including: the National Environmental Policy Act, the Travel Management Rule, the Watershed Improvement Program, the Northwest Forest Plan, the Sierra Nevada Forest Plan Amendments, and Land and Resource Management Plans.

~~c. To facilitate early State involvement in the project planning process by developing a procedure which will provide the State with notification of and communications concerning scheduled, in-process, and completed project Environmental Assessments (EAs) for projects that have potential to impact water quality.~~

~~d. To provide the public with a means of tracking the inclusion of BMPs into project documents, including NEPA, contracts, permits, and job specifications.~~

c. To review annually and update ~~the USFS documents,~~ as necessary:

- 1) The USFS guidance documents to reflect changes in institutional direction, laws and implementation accomplishment. ~~A prioritization and schedule for this updating is provided in Attachment A to this Agreement;~~ and
- 2) The USFS online library of guidance manuals and technical reference documents for implementing BMPs.

~~e.d.~~ To voluntarily request disenrollment from state or regional waivers for:

- 1) Projects that are demonstrated to consistently violate water quality standards;
- 2) Categories of activities on individual national forests that are demonstrated to consistently violate basin-plan objectives.

Activities without waiver coverage would require individual WDRs to proceed. Waiver enrollment could be requested after USFS actions to correct deficiencies.

~~f.e.~~ To participate with Regional Boards in achieving the goals of:

- 1) Proactively maintaining high water quality;
- 2) Proactively protecting or improving water quality to avoid impairment of beneficial

- uses of water; and
- 3) Restoring the quality of impaired waters to attain water quality standards.

~~g.f.~~ To work with the State Board to protect USFS water rights critical for support of beneficial uses on NFS lands.

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2. The State Water Board agrees to:

- a. Work with the USFS and Regional Boards to investigate complaints of water pollution on both NFS land and on inholdings.
- ~~b. Work with the Regional Boards to assure a statewide prioritization of restoration needs on NFS lands damaged by previous land use activities, including TMDL implementation.~~
- e.b. _____ Work proactively with USFS, USEPA, and the Regional Water Board in developing an approach whereby Category 4B can be used in place of TMDLs for watersheds entirely or largely on NFS lands.
- ~~d. Work proactively with USFS, USEPA, and Regional Water Boards in developing an approach to streamline 401/404 permitting/certification processes.~~
- e.c. _____ Work proactively with USFS, USEPA, and Regional Water Boards if it becomes necessary to issue NPDES permits for logging roads.
- f.d. Actively consider USFS suggestions for changes in water quality standards or water quality policies, when provided with substantial justification that they are unreasonable or unattainable using BMPs.
- ~~g. Support and encourage the training and assignment of qualified State and Regional Board staff as technical specialists on USFS wildfire suppression assignments.~~
- h.e. _____ ~~Support the~~ Support USFS in the protection of water rights critical for support of beneficial uses on NFS lands.
- i.f. Support USFS efforts to establish and coordinate a permanent standing public stakeholder group to advise on BMP revisions, restoration prioritization, and monitoring.
- j.g. Actively participate, to the degree funding and resources allow, in USFS planning processes at the statewide, regional, forest and project levels.
- k.h. _____ Upon invitation from USFS and to the extent resources allow, actively participate with USFS and the Regional Water Boards in the following:
 - 1) Early consultations, including field assessments of proposed projects;
 - a) Watershed protection, including:
 - i) Identification of priority watersheds;
 - ii) Assessment, analysis, and/or inventory of priority watersheds; and
 - iii) Identification and prioritization of needed remediation/restoration projects at the watershed and forest scales.
 - ~~2) During implementation of the Travel Management Rule, in identifying water quality problems or opportunities associated with:
 - a) Establishing the appropriate minimum road network for each national forest;
 - b) Disposition (i.e., storage, closure, conversion or decommissioning) of National~~

~~Forest Transportation System roads that are no longer needed for public safety or resource management; and~~

~~e) Disposition and management of motorized vehicle routes that are not in the NFTS network.~~

~~3)2) Development and implementation of any new water quality monitoring programs required by the WQMH and Waiver.~~

~~4) Burned Area Emergency Restoration teams, to assist in identifying water quality problems and opportunities.~~

~~5) Adaptive management public processes conducted by USFS pursuant to the WQMH.~~

3. The USFS and State Water Board mutually agree:

a. To meet no less than annually to discuss monitoring result, review BMP effectiveness, to maintain coordination/communication, report on water quality management progress, review proceedings under this agreement, and to consider revisions as requested by either party.

b. To authorize the respective Regional Boards and National Forests to meet periodically, as necessary, to discuss water quality policy, goals, progress, and to resolve conflicts/concerns.

c. To meet periodically, as necessary, to resolve conflicts or concerns that arise from and are not resolved at the Forest and Regional Board meetings. Meetings may be initiated at the request of either party, a National Forest, or a Regional Board.

~~d. To develop and improve BMPs through a coordinated effort with federal and state agencies for adjacent lands and areas of comparable concern.~~

~~e.d.~~ To do the following with respect to monitoring activities:

~~1) Coordinate present and proposed water quality monitoring activities within or adjacent to the National Forests; NFS lands;~~

~~2) Collaborate regarding how to best integrate USFS monitoring programs with the Water Boards' Surface Water Ambient Monitoring Program.~~

~~2)3) Routinely make available to the other party any unrestricted water quality data and information; and~~

~~3)4) Coordinate and involve one another in subsequent/continuing water quality management planning and standard development, where appropriate.~~

~~f.e.~~ To share all water-quality data collected on or downstream of NFS lands.

~~g. To follow the procedures established for the WQMH revision staff-level working group for future changes to BMPs.~~

~~h. To work with CALFIRE to maintain legal authority for USFS to use and pay for qualified State and Regional Board staff assistance for wildfire suppression.~~

i.f. That nothing herein shall be construed in any way as limiting the authority of the State Board or the Regional Boards in carrying out their legal responsibilities for management or regulation of water quality.

j.g. That nothing herein shall be construed as limiting or affecting in any way the legal authority of the Forest Service USFS in connection with the proper administration and protection of National Forest System NFS lands in accordance with federal laws and regulations.

k.h. That this Agreement shall become effective as soon as it is signed by the parties hereto and shall continue in force unless terminated by either party upon ninety (90) days notice in writing to the other of intention to terminate upon a date indicated.

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IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, have executed this Agreement in duplicate on the respective dates indicated below.

FOREST SERVICE,
U. S. DEPARTMENT OF AGRICULTURE

STATE WATER RESOURCES CONTROL BOARD
STATE OF CALIFORNIA

By _____

Regional Forester
Pacific-Southwest Region

Date: _____

By _____

Executive Director
State Water Resources Control Board

Date: _____

By _____

Regional Forester
Intermountain Region

Date: _____

By _____

Regional Forester
Pacific Northwest Region

Date: _____